



# Responsible Conduct of Gambling Policy

## Overview

The Responsible Conduct of Gambling (“**RCG**”) refers to the delivery of gaming and wagering services in a manner that minimises the potential for harm that may be caused by gambling to individuals, their families and the community generally.

The focus of RCG is much broader than problem gambling. The essence of RCG is achieved by fostering responsible gambling practices among club patrons and staff. The Eastern Suburbs Leagues Club Ltd (“the **Club**”) RCG Policy details the measures that are in place to ensure a responsible gambling environment is maintained at all times across all the related companies within the Club’s corporate group.

## The Club commitment

The Club acknowledges that while most people participate in gambling activities in a socially enjoyable and harmless manner, gambling can create problems for some individuals. The Club therefore aims to deliver, advertise and promote gaming services in a lawful and responsible manner, having regard to the potential harm that may be caused by gambling and the community concerns about the conduct of gambling. The Club urges all patrons to gamble responsibly by setting a limit and sticking to that limit. Under no circumstances does the Club permit the cashing of cheques or provide cash through credit cards. Player activity statements are available on request which report the patrons spending on gaming machines over a monthly period.

The Club provides no illegal inducements to gamble and displays signage and various materials throughout the gaming areas that promote the responsible conduct of gambling and where to seek help or support if required. A Duty Manager is always available and trained to be a confidential point of contact for any Club patron.

The Club constantly monitors its compliance with the various authorities and legislative requirements pertaining to RCG, and regularly conducts self-audits designed by Liquor & Gaming. Further, the Club is partnered with Betsafe who provide a best practice RCG program to the Club and our patrons.

## BetSafe program

BetSafe provides a comprehensive responsible gambling program including:

- Best-practice policies and procedures for the responsible conduct of gambling;
- Free 24-hour counselling and crisis intervention service for patrons who have a gambling problem. Betsafe's 24-hour phone counselling hotline number is **1800 BETSAFE (1800 238 723)**;
- An effective voluntary self-exclusion scheme;
- Third party exclusion and involuntary exclusion of patrons at risk of harm;
- Conducting training courses for staff;
- Regular compliance audits of legal requirements;
- Anti-Money Laundering and Counter-Terrorism Financing compliance programs;
- Advice and assistance on a 24-hour basis to staff for the handling of gambling-related incidents which occur at the Club.

## Staff responsibilities

All staff involved in the conduct of gambling must hold a current recognised RCG certification and ensure that their Competency Card is on their person at all times whilst working in gaming designated areas. In exceptional circumstances, staff who have misplaced their Competency Card, must instead seek permission from their supervisor to carry their phone on their person with a digital version of their license. Digital licenses can be accessed by securely signing in to the Services NSW App. In all other circumstances, phones must remain in staff lockers at all times. The only occasion when neither a Competency Card or the digital license is required to be carried on their person is when the staff member is only in possession of an Interim Certificate. In this situation, the Human Resources Department must be provided with a copy of the Interim Certificate. The Human Resources Department maintains a centralised register of all staff RCG certifications and will shortly be able to alert staff through the staff People & Performance portal when their RCG Competency Card is soon to expire. However, it is the staff members responsibility to ensure their RCG Competency Card is up to date and also their responsibility for any related fees. No staff member will be permitted to work in gaming at the Club (and may be subject to disciplinary action) if their RCG Competency Card has expired or they fail to adhere to the above requirements.

Staff will undergo RCG training and refresher courses on a regular basis as appropriate. These courses will be conducted by Betsafe and coordinated by the Human Resources Department who will also accommodate roster changes if necessary.

All staff contribute to the well-being of members and guests by courteously responding to any patron approaching them with gambling-related concerns, and immediately informing the Duty Manager/Supervisor.

Staff should not approach a patron who they believe may have a gambling problem but instead they should report their concerns to the Duty Manager/Supervisor. Staff training will

assist in the detection of behaviours that indicate a patron may have a gambling problem. The common indicators of problem gambling include:

- A statement by the patron that he/she has a gambling problem;
- A request to self-exclude;
- Antisocial behaviour by the patron such as hitting or shouting at a gaming machine, abusing staff or other patrons;
- Leaving children unattended while gambling;
- Trying to borrow money from staff or other patrons.

Minors and excluded persons must be prevented from entering gaming areas and gambling. It is important to note that a minor is permitted to pass through a gaming area as is reasonably necessary in order to gain access to a non-restricted area of the Club, as long as accompanied by a responsible adult. If a staff member suspects that a person is under the age of 18 years and remains in a gaming area, the staff member must request either of the following forms of identification: Proof of Age Card, Driver's Licence, NSW Photo Card, Keypass Identity Card or Passport. Liquor & Gaming has produced the Australian ID Checking Guide to help staff in recognising fake or altered identification.

Staff must also be alert for unattended minors in carparks and around the Club premises and report any such incidents immediately to the Duty Manager/Supervisor and remain with the unattended minor.

Staff must report any suspicious activities to a Duty Manager/Supervisor or directly to the WHS Risk and Compliance Manager.

Staff are responsible for their personal choices about whether to gamble outside working hours. However, staff are strictly not permitted to gamble on any Club premises at any time, including, during work breaks, outside of work hours and during leave periods. Any staff member who feels they may have a gambling problem should contact BetSafe on 1800 BETSAFE (1800 238 723) for confidential counselling.

## **Self-exclusion**

Self-exclusion is available to any patron who wants to stop gambling or wishes to take a break from gambling. Duty managers are available to assist patrons with self-exclusion and any such request by a patron to a member of staff must be immediately referred to the Duty Manager. It is strongly recommended that any self-exclusion is from the entire venue and there is also the option for the patron to self-exclude from more than one venue. Counselling support will be provided by the Club through Betsafe on the 24-hour hotline number which is 1800 BETSAFE (1800 238 723).

## **Involuntary and third-party exclusions**

The Club operates an involuntary and third-party exclusion program in the case where there is actual knowledge that a gambling problem exists. In the instance where the Club becomes

aware that a patron or their family is likely to suffer harm as a consequence of a patron's gambling, the Club will act in a responsible and appropriate manner.

Any approach to staff by a family member or a friend of a patron with respect to a request to exclude that patron from the Club should be immediately referred to the Duty Manager who is trained in dealing with these matters as well as ensuring the rights and privacy of the patron are adhered to with respect to the Club's Privacy Policy.

## **Gaming Machine Playing Conditions**

The Club has established a comprehensive list of conditions that patrons must agree to and abide by in order to participate in gaming machine play. The Club has determined that these conditions which are detailed as follows and form part of the By-Laws of the Club, assist in ensuring that the Club's responsible gambling environment is maintained at all times:

1. Patrons are not required to participate in gambling activities in the Club. Any playing of gaming machines or betting on Keno or TAB is at the patron's sole option, discretion and risk.
2. Every gaming machine provides information about its particular games and winning combinations. You should not play a gaming machine unless you understand how to play it and the combinations that entitle you to a prize.
3. Player information brochures located in the gaming areas provide information about the general nature of gaming machines. You should read these before you commence gaming machine play.
4. Gaming machine play involves the risk of financial loss. You should set a budget before you commence gaming machine play and keep to it. It is your responsibility to decide how much time and money you wish to spend.
5. Persons under the age of 18 years are prohibited from entering the Club's gaming machine areas. It is illegal for gaming machines to be played by anyone under the age of 18 years.
6. Only Australian legal tender, authorised cards, tickets or the like as approved by the authorities shall be used to play gaming machines and only in denominations marked on each particular machine. Damaged or unclean notes or coins should not be inserted into gaming machines.
7. You must not play any gaming machine that the Club has marked or indicated as withdrawn from play. The Club will not pay any prize won on any such gaming machine.
8. Club employees, former employees, contractors and suppliers to the Club (and their officers and staff) must observe all restrictions imposed by the Club that apply to them. Without limiting the generality of this requirement, an employee must not play gaming machines at any time. Prizes won by an employee or contractor (or one of their officers and staff) when playing a gaming machine is in breach of this condition and will not be awarded.
9. The Club has the right to refuse to allow any person from playing or continuing to play a gaming machine. The Club is not required to provide any reasons for such refusal.

10. A patron may play a maximum of 2 gaming machines at the same time. Only in the event when another machine is not available, if another player wishes to play one of those machines, the original player must give one up, however they can choose which machine they will continue to play.
11. Utilising any sort of device to record game outcomes or predict game outcomes is prohibited.
12. Upon request, gaming machine players must provide their full name, address, date of birth and occupation and show acceptable identification as approved by the authorities from time to time such as a drivers licence or passport. Failure to provide this information may prevent payment of prizes and result in removal from Club premises.
13. By playing a gaming machine at the Club, you are agreeing to the Club providing certain Government Agencies your personal information as required by laws. See also clause 44 regarding the Club's Privacy Policy.
14. For a monetary prize, the Club will pay the prize-winner an amount equal to but not exceeding the value of the credits accumulated by the prize-winner from playing the gaming machine.
15. Prizes are not payable to any person who is not a financial member, provisional member, temporary member, honorary member or a bona fide guest of a member and on the premises in compliance with all the requirements of the law and the Club's Constitution and playing the machine in the company of the member who admitted them.
16. Prizes may not be payable to any person who has signed a self-exclusion agreement with the Club while that self-exclusion agreement is in force, subject to legislation.
17. The Club imposes a limit on the amount of any prize or accumulated credits that is paid in cash. The amount of any cash payment must not exceed the limit imposed by law (currently \$5,000). The balance above any prize or accumulated credits paid in cash may be paid by crossed cheque made payable to the prize-winner or paid by electronic funds transfer to an account nominated by the prize-winner where that is requested by the prize-winner and agreed to by the Club.
18. Monetary prizes and stored or accumulated credits will be paid within 48 hours of a request for payment by the prize-winner. The Club in its discretion may pay part of a prize in advance of paying the balance.
19. Where a prize is awarded in a non-monetary form, there is no option to take the prize in any other non-monetary form except as the Club may have specified in writing.
20. A claimed prize will not be paid where it arises as a result of a machine malfunction or simultaneously with a machine malfunction.
21. A prize will not be paid unless the winning combination is seen by an authorised staff member of the Club and verified for payment according to the Club's standard procedure for paying prizes.
22. Gaming machines must not be played before the opening time of the Club, or after the announced closing time of the Club.

23. You must immediately report to a Club staff member any gaming machine that appears to be malfunctioning, and you must stop playing that machine.
24. You must not tilt, rock, move, damage or interfere with a machine or do anything calculated or likely to interfere with the normal operation of a machine.
25. Payment will be withheld if the circumstances show any sign of interference with a gaming machine which may be unlawful or in breach of these Conditions or which is otherwise improper.
26. It is illegal for a person:
  - (a) To have possession of a device made or adapted, or intended by the person to be used, for interfering with the normal operation of a gaming machine on the premises of the Club; or
  - (b) To do anything calculated, or likely to interfere with the normal operation of a gaming machine on the premises of the Club; or
  - (c) To use or have in his or her possession on the premises of the Club any equipment, device or thing that permits or facilitates card counting, cheating or stealing in connection with a gaming machine, or
  - (d) To know of any faulty or fraudulent computer programming and as a result gain for themselves or another person, an advantage in the operation of a gaming machine; or
  - (e) To use any part of the Club premises for any form of betting or gambling that has not been approved for such use by the Board.
27. You may reserve a gaming machine as a non-member for a maximum of 3 minutes. You may reserve a gaming machine as a member for the time permitted as per the Break Away Period contained within the benefits of the Club's loyalty program, Easts Rewards. However, the Club may decide in its absolute discretion not to allow a gaming machine to be continuously reserved by the same member. The Club also has no liability whatsoever to you if you reserve a machine but for any reason that machine is played by another person.
28. The Club may reserve any number of gaming machines for a particular promotion or activity. If you are not entitled to play a machine under any such particular arrangement then you are not entitled to claim any prize won on the gaming machine whilst it is so reserved.
29. You must not loiter in the gaming machine area if you are not playing a gaming machine or accompanying another person who is playing a gaming machine.
30. Any credits on a gaming machine which do not belong to the person playing the gaming machine must not be played or redeemed and must be reported to Club staff.
31. A person in the Club shall not:
  - (a) Ask or require any other person to give or lend him or her any money; or
  - (b) Give money or lend money to any other person; or
  - (c) Take any actions to recover money that is claimed from or owed by any other person.
32. A patron is not permitted to purchase another patron's jackpot, payout or double up, whether for full or other value.
33. A patron is not permitted to enlist others to play gaming machines on their behalf.

34. A member is not permitted to insert their card into a gaming machine which is being played by another person.
35. If you leave the gaming machine area, you should take your belongings with you. The Club shall not be responsible for any property, including money, left by players in or near an unattended gaming machine.
36. If the Club offers any gaming machine which is operated as part of an inter-club linked gaming system, then progressive jackpots (and other similar prizes) are payable by the operator of the linked gaming system alone, and the Club has no liability to pay and gives no representation or warranty concerning any such jackpot prize or other benefit offered by that operator.
37. The Club may immediately withdraw a gaming machine or any progressive system from play for any reason.
38. Only the actual winner of a prize can receive payment of a prize. The actual winner must claim their prize in person on the Club premises and provide evidence of their identity to the Club's satisfaction. The Club may in its absolute discretion waive this condition.
39. If the Club in good faith pays or awards a prize to someone who appears to be or to duly represent the prize-winner then to the maximum extent permitted by law that payment or award fully discharges the Club from all liability in relation to the prize.
40. Any gaming machine credits or tickets issued by the Club are not transferable to another person and are only redeemable by the prize-winner at the Club. The Club may refuse to redeem any gaming machine credits or tickets if the claimant does not provide satisfactory proof of identity.
41. By claiming a prize, the prize-winner consents to use of their name and likeness by the Club for marketing purposes without payment of compensation. A prize-winner may ask the Club in writing to refrain from publishing anything that discloses their identity in which case the Club may still publish general information about the prize won but shall not publish any information that may identify the prize-winner.
42. "Syndicate Play" occurs when two or more persons act in concert to affect the chance of any person or persons winning a linked jackpot arrangement. A person must not engage or participate in Syndicate Play. Where the Club suspects on reasonable grounds that two or more persons are engaged in Syndicate Play, the Club may restrict the play of those persons and may take disciplinary action against them.
43. A person must not solicit or accept an inducement to engage in Syndicate Play.
44. For information about privacy concerns, ask staff about the Club's Privacy Policy.
45. The Club operates a self-exclusion scheme for patrons who feel they may have a gambling problem or want a break from gambling. Speak to the Duty Manager about how to self-exclude. Disclosure of the existence of a gambling problem by a patron to a gaming attendant, duty manager or senior management staff member may constitute disclosure to the Club.
46. The Club reserves the right to refuse any person, member, guest of a member, temporary member or honorary member the right to play gaming machines or to participate in any of the gambling activities in the Club.

47. Patrons may be excluded from the Club when it is believed that they are acting in a manner which would place the Club or the patron in breach of any applicable law (including the Gaming Machines Act), the Club's RCG policy or any harm minimisation guidelines or requirements of a relevant Government Agency. Further, if a patron has a gambling problem and fails to self-exclude from the Club, then that patron may be excluded from the Club at the request of family members or friends when the Club is provided with evidence that the patrons gambling problem may have the potential to cause serious harm to the patron or to their family. Members excluded at the request of a third party have the right to appeal to the Board or the disciplinary committee.
48. If you have any concerns or complaints about the Club's gaming machines, please speak to the Duty Manager about the Club's complaint handling procedures.
49. These Conditions cannot be varied for you personally except by a written document that states how the conditions are varied in a particular situation, and is signed by an authorised Club officer.
50. These Conditions override any separate conditions stipulated for a particular gaming machine or promotion or prize, except where the Club expressly states in writing that it is amending or varying these Conditions.
51. A member who breaches any of these Conditions is liable to disciplinary action by the Club in addition to any disqualification from claiming a prize and any other lawful penalty.
52. The Club may withdraw or amend any of these Conditions at any time in its absolute discretion. Any change becomes operative immediately it is displayed anywhere in the Club.

Issue Date	November 2018
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**Staff use only**

Further Information	Human Resources Department
Policy Changes	To be approved by the Group CEO
Review Date	November 2020

I, \_\_\_\_\_ (print full name), acknowledge that I have read and understood the guidelines outlined in this Responsible Conduct of Gambling Policy and agree to accept these guidelines as a condition of my employment at the Club and return this declaration to the Human Resources Department.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date